

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
SAN LUIS OBISPO COUNTY AIR POLLUTION CONTROL DISTRICT
AND
THE COUNTY OF SAN LUIS OBISPO**

The San Luis Obispo County Air Pollution Control District (District, APCD) and the County of San Luis Obispo (County) do hereby agree as follows:

- A. It is in the best interest of both parties that a business and working relationship continue, both for the provision of services by the County to the District and for the District's continued uninterrupted provision of services to the citizens of San Luis Obispo County. This MOU is intended to provide guidance to the District and the County on matters of their working relationship that will be considered from time to time.
- B. With the exception of human resources and payroll services, for which separate contracts have already been established with the County, and employee fringe benefits serviced by the Risk Management Department which the District will now secure separately, the County will continue to provide principally all of the same services as currently provided, as shown in Attachment A. The District will continue to pay for said services through the County Cost Allocation Plan, or through direct payment where feasible. Nothing contained herein shall preclude the parties from modifying the services contracted for pursuant to the provisions of this MOU.
- C. This MOU will become effective as of the date of approval by the County Board of Supervisors and the APCD Board of Directors, and supercede all previous MOUs. Thereafter, this MOU will automatically renew on July 1 of each fiscal year thereafter, unless either party requests modifications or terminations to any of its terms. With regard to services provided hereunder, either party may provide written notice of intent to change or terminate any or all support services, provided notice is given no later than March 1 of the fiscal year preceding the termination. Such written notice will be specific in identifying services to be changed or terminated. With regard to services provided under this MOU, upon a party's timely delivery of such written notice, the County obligation to provide and the APCD obligation to authorize and direct disbursement of funds for the support services specified in the written notice will terminate as of June 30 of the fiscal year in which the written notice was given. The Air Pollution Control Officer and County Administrative Officer shall, on behalf of their respective agencies, be authorized to make necessary amendments to the services provided under this MOU as set forth in Attachment A.
- D. Any notices required or permitted hereunder will be in writing and may be personally delivered or be mailed by depositing such notice in the United States mail, first-class prepaid postage; or by a reputable overnight delivery service (such as Federal Express or UPS) addressed as follows, or to such other place as each party may designate by subsequent written notice to each other.

To the APCD:

Air Pollution Control Officer
San Luis Obispo County Air Pollution Control District
3433 Roberto Court
San Luis Obispo, CA 93401

Attachment A

To the County:

County Administrative Officer
County of San Luis Obispo
County Government Center, Room D430
San Luis Obispo, CA 93408

A notice will be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery.

Executed at San Luis Obispo, California, and effective on the date of the last signature below.

AIR POLLUTION CONTROL DISTRICT
SAN LUIS OBISPO COUNTY

COUNTY OF SAN LUIS OBISPO

By _____
Chair, Air Pollution Control Board

By _____
Chair, Board of Supervisors

Approved as to form and legal effect

Approved as to form and legal effect

By _____
District Counsel

Warren R. Jensen
County Counsel

By _____
Deputy County Counsel

Date: _____

Date: _____

ATTEST:

BY: _____
Clerk of the Board of Supervisors

**Air Pollution Control District
County of San Luis Obispo**

Services Provided by the County to APCD

Listed below are services which will be provided to the Air Pollution Control District by the County under this agreement.

Auditor-Controller functions:

- Issue payments to vendors for services and purchases; maintain related records.
- Publish annual APCD final budget in Special Districts Budget Book.
- Oversight of SAP accounting records for APCD budgeted appropriations, revenues, expenditures, fund balance and reserves.
- Accounting for property tax revenue receipts allocation and distribution.
- Fixed asset inventory maintenance and tracking.
- Guide independent auditors; recommend proper accounting practices to APCD.
- Provide special financing advice.

County Clerk functions:

- Perform Clerk functions for Board and Hearing Board meetings.
- Maintain records for Board and Hearing Board actions.
- Arrange for publication of legal notices.

General Services functions:

- Provide interoffice mail services; handle bulk mailing.
- Provide purchasing services, including issuing RFP's, purchase orders and change orders.
(Note, APCD will generally follow but is not restricted by County purchasing limits, and is not required to obtain Board of Supervisors' approval for any purchases/contracts).
- Provide electronic data interchange (EDI) utility billing payment services.
- Buy and dispense bulk vehicle fuel.
- Purchase, maintain and repair District pool vehicles.
- Provide facility architect, engineering, contracting and service procurement advice.
- Provide coordinated locksmith services.
- Provide printing and reprographics services.

Information Technology functions:

- Provide access to County phone system; arrange for phone features and billings.
- Provide computer resources, including email, SAP, data backups, networking, internet, and other enterprise-level computer services as needed.
- Provide emergency radio services, install and repair base/mobile radios.

Risk Management functions:

- Provide staff safety training and facility inspections and recommendations.

Tax Collector functions:

Issue property tax bills and collect property taxes.

Treasurer functions:

~~Perform accounting for all District deposits.~~

~~Invest District cash funds at best rates; disburse earnings to APCD.~~

~~Provide County depository services and distribute earnings in the same manner as with all other depositors.~~

~~Provide County banking services including, but not limited to, credit card processing as agreed to and at the sole discretion of the Treasurer-Tax Collector-Public Administrator.~~